INSTRUCTIONS TO BIDDERS

- 1. These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special and contract terms with any individual bid.
- 2. The following criteria are used in determining low responsible bidder:
 - (a) The ability, capacity and skill of the bidder to perform the contract;
 - (b) Whether bidder can perform the contract within specified time, without delay or interference;
 - (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - (d) The quality of performance under previous contracts;
 - (e) The previous compliance by the bidder with laws and ordinances relating to the contract;
 - (f) Sufficiency of the financial resources and ability of the bidder to perform the contract and provide the service;
 - (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - (h) The ability of bidder to provide future maintenance and service for the use of the contract under consideration;
 - (i) The number and scope of conditions attached to the bid; and
 - (j) Such other factors as appear to be pertinent to either the bid or the contract under all of the circumstances involved.
- 3. Bills are paid on the 15th and last day of the month following receipt of merchandise. Discounts you are allowing should take this into consideration. Only this type discount will be taken into consideration when determining low bid, unless discounts are exceptional for a shorter time period. The City of Warner Robins is exempt from all State Sales tax (#076-87-00652-1) and Federal Excise Tax (#58-8200-28K).
- 4. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- 5. All requested information should be included in bid for your bid to receive full consideration.
- Any questions or clarifications should be directed to the Purchasing Office at (478) 929-1930.
- 7. Quote all prices F.O.B. Warner Robins, our warehouse, 97 Glen Drive, Warner Robins, Georgia 31088, or as specified in the General Conditions attached to bid documents. Deliveries to our warehouse will only be accepted 8:00 a.m. to 3:00 p.m., Monday through Friday, Holidays excepted.
- 8. Sealed bids shall be addressed to the City of Warner Robins, Purchasing Office, Post Office Box 1488, Warner Robins, Georgia 31099. All bids must be clearly marked with the bid number on the outside of the envelope.
- 9. All bidders must be recognized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder, at any time requested, must satisfy the Purchasing Office that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the Contract in accordance with the provisions of the Contract in which he is interested.
- 10. Any alterations, erasures, additions or omissions of required information or any change of specifications, or bidding schedule is done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is a variation that effects the price, quality or delivery date.
- 11. When requested, samples will be furnished free of expense, properly marked for identification and accompanied by list when there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interested of the City to do so for purpose of testing.
- 12. The City of Warner Robins will reject any materials, supplies or equipment that do not meet Specifications, even though bidder list the trade name or names of such materials on the bid or price quotation form. The unauthorized use of patented articles is done at the risk of the bidder.
- All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Agent to which they are delivered. If defective materials, equipment, or supplies are discovered, the Contractor, upon being instructed by the Purchasing Agent shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lesson the responsibility of the Contractor to release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The Contractor agrees to pay the costs of all tests or defective equipment or allow the cost to be deducted from any monies due him from the City.
- 14. The estimate quantity given in the specifications is for the purpose of bidding only. The City may purchase more or less than the estimated quantity.
- 15. A contract will not be awarded to any corporation, firm or individual, who is, from any cause, in arrears to the City or who has failed in any former contract with the City to perform work satisfactorily.
- 16. Unless otherwise specified, the City reserves the right to award each item separately or on a lump sum basis, whichever is to the best interest of the City.
- 17. Failure of the bidder to sign the bid, in ink, or to have the signature of any authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid.
- Any bids may be withdrawn at any time before the time set for opening bids. No bid may be withdrawn for a period of thirty (30) days after opened. Any complaint relative to bids should be made prior to the bid opening. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL BE GROUNDS FOR REJECTION OF BID.
- 19. PREFERENCE OF LOCAL SUPPLIERS: The City reserves the right to award bids to local vendors within 5% of low bid. Local is defined as a business located within the corporate limits of the City of Warner Robins.